

04/27/98
JC585 U.S. PTO

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

PATENT APPLICATION

IN RE PATENT APPLICATION OF)
Edward W. Knowlton) Examiner: Unknown
Application No. 09/003,098) Group Art Unit: Unknown
Filing Date: January 6, 1998)
Title: METHOD AND APARATUS FOR)
CONTROLLED CONTRACTION OF)
COLLAGEN TISSUE)

POWER OF ATTORNEY BY ASSIGNEE
TO EXCLUSION OF INVENTOR UNDER 37 C.F.R. § 3.71
WITH REVOCATION OF PRIOR POWERS

Commissioner of Patents
and Trademarks
Washington, D.C. 20231

Sir:

The undersigned ASSIGNEE of the entire interest in the above-identified application for letters patent hereby appoints Paul Davis, Reg. No. 29,294, Mark A. Haynes, Reg. No. 30,846, David J. Weitz, Reg. No. 38,362 and Kent R. Richardson, Reg. No. 39,443 to prosecute this application and transact all business in the United States Patent and Trademark Office in connection therewith and hereby revokes all prior powers of attorney; said appointment to be to the exclusion of the inventors and the inventors' attorneys in accordance with the provisions of 37 C.F.R. § 3.71.

The following evidentiary documents establish a chain of title from the original owner to the Assignee:

a copy of an Assignment attached hereto, which Assignment has been (or is herewith) forwarded to the Patent and Trademark Office for recording; or

the Assignment recorded on _____ at reel ___, frames ___ - ___.

Pursuant to 37 C.F.R. § 3.73(b) the undersigned Assignee hereby states that evidentiary documents have been reviewed and hereby certifies that, to the best of ASSIGNEE's knowledge and belief, title is in the identified ASSIGNEE.

Direct all telephone calls to Paul Davis, (650) 493-9300.

Address all correspondence to:

Paul Davis
WILSON SONSINI GOODRICH & ROSATI
650 Page Mill Road
Palo Alto, California 94304-1050

ASSIGNEE: Thermage, Inc.

Name: Keith Mullaney
(Signature)

Name: KEITH MULLENEY
(Print or Type)

Title: PRESIDENT & CEO

Date: 4/16/98

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SOLE TO CORPORATE ASSIGNMENT

WHEREAS, the undersigned, Edward W. Knowlton,
(hereinafter termed "Inventor"), having a residence at 5478 Blackhawk Drive,
City of Danville
County of Contra Costa,
State of California

has invented certain new and useful improvements in:

METHOD AND APPARATUS FOR CONTROLLED CONTRACTION OF COLLAGEN TISSUE

and has executed a declaration or oath for an application for a United States patent disclosing and identifying the invention:

 On the _____ day of _____, 1998;

Or

x Said application having Application Number 09/003,098 and filed on the 6th day of January, 1998.

WHEREAS Thermage, Inc. (hereinafter termed "Assignee"), a corporation of California, having a place of business at 101 Lackland Court, Alamo, California 94507, wishes to acquire the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by said Inventor (hereinafter termed "said invention"), and in and to any and all patents, certificates of invention and other forms of protection thereon (hereinafter termed "patents") applied for or granted in the United States and/or other countries.

NOW THEREFORE, for good and valuable consideration acknowledged by said Inventor to have been received in full from said Assignee:

1. Said Inventor does hereby sell, assign, transfer and convey to said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply in any or all countries of the world for patents, certificates of inventions or other governmental grants on said invention, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding; (c) in and to any and all applications filed and any and all patents, certificates of inventions or other governmental grants granted on said invention in the United States or any other country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; (d) in and to each and every reissue or extension of any of said patents; and (e) in and to each and every patent claim resulting from a reexamination certificate for any and all of said patents.

2. Said Inventor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and other countries. Such cooperation by said Inventor shall include prompt production of pertinent facts and documents, giving of testimony, executing of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for complying with any duty of disclosure; (c) for prosecuting any of said applications; (d) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (e) for filing and prosecuting applications for reissue of any of said patents; (f) for interference or other priority proceedings involving said invention; and (g) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory licensing proceedings, infringement actions and court actions;

provided, however, that the expense incurred by said Inventor in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this Assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor, and his or her heirs, legal representatives and assigns.

4. Said Inventor hereby warrants and represents that the inventor has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventor has executed and delivered this instrument to said Assignee on the date of acknowledgment before the Notary Public as given below.

Edward W. Knowlton

4/15/98

State of _____)

County of _____)

On _____ before me, _____, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal. _____

Signature

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application)
Inventor(s): Edward W. Knowlton)
Application No.: 09/003,098)
Filed: January 6, 1998)
Title: METHOD AND APPARATUS FOR)
CONTROLLED CONTRACTION OF)
COLLAGEN TISSUE)

VERIFIED STATEMENT CLAIMING SMALL ENTITY STATUS
37 C.F.R. § 1.9(f) AND 1.27(c) - SMALL BUSINESS CONCERN

I hereby declare that I am:

The owner of the small business concern identified below.

An official of the small business concern empowered to act on behalf of the concern identified below.

Name: Thermage, Inc.

Address: 101 Lackland Court, Alamo, California 94507

I hereby declare that the above identified small business concern qualifies as a small business concern as defined in 13 C.F.R. § 121.12, and reproduced in 37 C.F.R. § 1.9(d), for purposes of paying reduced fees under Section 41(a) and (b) of Title 35 U.S.C. in that the number of employees of the concern, including those of its affiliates, does not exceed 500 persons. For purposes of this statement, (1) the number of employees of the business concern is the average over the previous fiscal year of the concern of the persons employed on a full-time, part-time or temporary basis during each of the pay periods of the fiscal year, and (2) concerns are affiliates of each other when either, directly or indirectly, one concern controls or has the power to control the other, or a third-party or parties controls or has the power to control both.

I hereby declare that rights under contract or law have been conveyed to and remain with the small business concern identified below with regard to the invention.

entitled: METHOD AND APPARATUS FOR CONTROLLED CONTRACTION OF
COLLAGEN TISSUE

by inventor(s): Edward W. Knowlton

described in:

the Specification filed herewith
 Application SC/Serial No. 09/003,098, filed January 6, 1998
 Patent No. _____ issued _____

If the rights held by the above-identified small business concern are not exclusive, each individual, concern or organization having rights to the invention is listed below and no rights to the invention are held by any person, other than the inventor, who could not qualify as a small business concern under 37 C.F.R. § 1.9(d) or by any concern which would not qualify as a small business concern under 37 C.F.R. § 1.9(d) or a nonprofit organization under 37 C.F.R. § 1.9(e).

NAME: _____

ADDRESS: _____

[] Individual [] Small Business Concern [] Nonprofit Organization

NAME: _____

ADDRESS: _____

[] Individual [] Small Business Concern [] Nonprofit Organization

I acknowledge the duty to file, in this application or patent, notification of any change in status resulting in loss of entitlement to small entity status prior to paying, or at the time of paying, the earliest of the issue fee or any maintenance fee due after the date on which status as a small business entity is no longer appropriate. (37 C.F.R. § 1.28(b)).

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application, any patent issuing thereon, or any patent to which this verified statement is directed.

Name of Person Signing: KEITH MULLOWNEY

Title of Person Signing: President & CEO

Address of Person Signing: Keith 2 Mullowney 101 LACKLAND CT,
ACACIO, CA

Signature: Keith 2 Mullowney

Date: 4/16/98

* Note: Separate verified statements are required from each named person, concern or organization having rights to the invention averring to their status as small entities. (37 C.F.R. § 1.27).